

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY  
PENNSYLVANIA

NO.: **AR-08-1203**  
IN CIVIL ACTION

HUDSON & KEYSE LLC,  
assignee of CHASE MANHATTAN  
BANK USA, NA

Plaintiff,

vs.

CHARLES S. VOELTZEL,

Defendant.

FILED  
08 JAN 25 AM 10:49  
PROTHONOTARY  
ALLEGHENY COUNTY

COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

APR 09 2008

HEARING DATE \_\_\_\_\_  
ROOM 523 5th FLOOR COURTHOUSE  
AT 9:00 A.M.

*Charles F. Bennett, Esq.*  
PA I.D. No. 30541

*Joel E. Hausman, Esq.*  
PA I.D. No. 42096

APPLE AND APPLE, P.C.  
Firm No. 719

4650 Baum Boulevard  
Pittsburgh, PA 15213  
Telephone: 412-682-1466  
Fax: 412-682-3138

Validate Check OPS/AUR/EC1  
01-25-2008 10:09:23  
AR-08-081203

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY  
PENNSYLVANIA**

**NO.:  
IN CIVIL ACTION**

**HUDSON & KEYSE LLC ,  
assignee of CHASE MANHATTAN  
BANK USA, NA**

**-vs- Plaintiff,**

**CHARLES S. VOELTZEL,**

**Defendant.**

**NOTICE TO DEFEND**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**LAWYER REFERRAL SERVICE- THE ALLEGHENY COUNTY BAR ASSOCIATION  
920 CITY-COUNTY BUILDING- 414 GRANT STREET  
PITTSBURGH, PENNSYLVANIA 15219  
(412)261-5555**

**HEARING NOTICE**

**YOU HAVE BEEN SUED IN COURT.** The above Notice to Defend expires what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing before a board of arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on \_\_\_\_\_, at 9:00 A.M. **IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**

**DUTY TO APPEAR AT ARBITRATION HEARING**

**If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

**NOTICE**

**YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

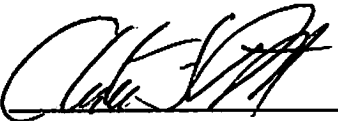
## **COMPLAINT**

1. Plaintiff is a corporation having offices at 382 Blackbrook Rd., Painesville, OH 44077.
2. Chase Manhattan Bank USA, NA assigned an account portfolio to Hudson & Keyse, LLC, which, inter alia, included the account of the above-captioned Defendant. Attached hereto as Exhibits "A" is a true and correct copy of the aforesaid assignments.
3. Hudson & Keyse, LLC as the assignee of Chase Manhattan Bank USA, NA, stands in its assignors' stead and all are hereinafter referred to interchangeably as "Plaintiff".
4. Defendant is an individual whose address is 172 Dinwiddie Drive, Lower Burrell, Allegheny County, Pennsylvania 15068-9392.
5. At a specific instance and request of the Defendant, the Defendant applied to Chase Manhattan Bank USA, NA for a credit card.
6. The Plaintiff avers that the Defendant was granted a revolving open-end credit card account and was issued a credit card for such account subject to the stated terms and conditions contained in a written account agreement.
7. Plaintiff avers that the Defendant accepted the terms and conditions of the revolving open-end credit account contained in the aforementioned written agreement by using the credit card which had been issued to make purchases and/or to obtain cash advances.
8. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.

9. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.
10. Attached hereto are monthly statements provided to Defendant by Chase for the months November and December 2003 and January and February 2004 and they are marked Exhibits "B1-B4".
11. Plaintiff avers that the balance due amounts to \$9,109.61, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "C" and made a part hereof.
12. Plaintiff avers that the interest has accrued at the rate of 24.00% per annum on the principal balance of \$6,326.59 due from September 1, 2006.
13. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 30% of the balance due.
14. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant in the amount of \$9,109.61, with appropriate additional interest from September 1, 2006, plus attorneys' fees and costs.

**APPLE AND APPLE, P.C.**

By:   
Attorneys for Plaintiffs(s)

CHASE BANK USA, N.A. Fax: 3016203792

Jan 4 2006 14:35 P.02

HKI128

## EXHIBIT A

## BILL OF SALE

Chase Bank USA, N.A. (as successor through merger with Bank One, Delaware, N.A.) ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated October 31, 2005 between Seller and Hudson & Keyse, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the Cut-off Date of December 19, 2005 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Number of Accounts	2042
Total Unpaid Balances	\$14,854,586.00
Premium	
Due Seller	

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on December 22, 2005 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A.  
 ABA #021000021  
 Beneficiary Name: Chase Bank USA, N.A.  
 Beneficiary Account: #304-256420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.

By: 

Date: December 19, 2005

Title: Vice President

Hudson &amp; Keyse, LLC

By: 

Date: December 19, 2005

Title: C.F.O.

EXHIBIT A

Page 3 of 4

Apr 18 2007

ACCOUNT NUMBER: 5184 4500 7295 1951

PAYMENT DUE DATE 12/05/2003	NEW BALANCE \$4,857.10	MINIMUM DUE \$97.00
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CHARLES S VOELTZEL  
172 DINWIDDIE DR  
NEW KENSINGTON PA 15068-9392

# Facsimile Copy



Chase Platinum MasterCard<sup>®</sup>  
ACCOUNT NUMBER: 5184 4500 7295 1951

NEW BALANCE \$4,857.10	PAYMENT DUE DATE 12/05/2003	TOTAL CREDIT LINE \$5,000	TOTAL AVAILABLE CREDIT \$142	STATEMENT CLOSING DATE 11/10/2003
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## Here is your Account Summary:

	TOTAL
Previous Balance	\$4,917.39
(-) Payments, Credits	100.00
(+) Purchases, Cash, Debits	9.95
(+) FINANCE CHARGES	29.76
(=) New Balance	4,857.10
Minimum Payment Due	\$97.00

## Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
10/17	10/17	6ZYGM	PAYMENT THANK YOU-ELECTRONIC CK	100.00	
11/02	11/02	EM5FM	CS *ONLINE SERVICE 110 800-848-8990 VA		9.95
Total of your credits and charges				100.00	9.95

THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING IN AN EMERGENCY. FOR MORE INFORMATION, PLEASE CALL 1-877-752-8572.

SEE HOW MUCH YOU MAY BE ABLE TO SAVE ON TERM LIFE INSURANCE. CALL MATRIX DIRECT INSURANCE SERVICES FOR A COMPETITIVE QUOTE ON TERM LIFE INSURANCE. CALL NOW 1-877-587-TERM(8378).

YOU COULD SAVE UP TO HUNDREDS OF DOLLARS ON AUTO INSURANCE AND GET BETTER COVERAGE! CALL AIG MEMBER COMPANIES TOLL-FREE AT 1-888-463-0091 EXT.4822 TODAY TO REQUEST A FREE, NO-OBLIGATION RATE QUOTE!

APPLY FOR A CHASE HOME EQUITY LINE OF CREDIT BY CALLING 1-888-881-5858 8AM-10PM EST, M-F, 9AM-4PM EST, SAT. MADE BY JPMCHASE BANK IN NY, CT, NJ & TX, AND BY CHASE MANHATTAN BANK USA, NA IN ALL OTHER STATES AND TX. EQUAL HOUSING LENDER

## Here's how we determined your Finance Charge\*:

Days in Billing Cycle: 32

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.05477%	\$0.00	\$0.00	\$0.00	19.99%	0.00%
Purchases	0.01915%	\$4,858.50	\$29.76	\$29.76	6.99%	6.99%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-551-8340 or write P.O. BOX 17202, Wilmington, DE 19888-7202. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B1

Page 1 of 1

Page 2 of 4

Apr 18 2007

ACCOUNT NUMBER: 5184 4500 7295 1951

PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE  
 01/02/2004 | \$4,948.61 | \$98.00

369210

③ STMTS

CHARLES S VOELTZEL  
 172 DINWIDDIE DR  
 NEW KENSINGTON PA 15068-9392

# Facsimile Copy



Chase Platinum MasterCard<sup>®</sup>  
 ACCOUNT NUMBER: 5184 4500 7295 1951

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$4,948.61	01/02/2004	\$5,000	\$51	12/09/2003

## Here is your Account Summary:

	TOTAL
Previous Balance	\$4,857.10
(-) Payments, Credits	100.00
(+) Purchases, Cash, Debits	97.78
(+) FINANCE CHARGES	93.73
(=) New Balance	4,948.61
Minimum Payment Due	\$98.00

## Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
11/12	11/12	WQWKM	CMK CAREMARK RX 800-841-5530 IL		87.83
11/19	11/19	ERAHM	PAYMENT THANK YOU-ELECTRONIC CK	100.00	
12/02	12/02	TA75M	CS *ONLINE SERVICE 120 800-848-8990 VA		9.95
Total of your credits and charges				100.00	97.78

THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR  
 GOOD CREDIT RATING IN AN EMERGENCY. FOR MORE INFORMATION,  
 PLEASE CALL 1-877-752-8572  
 GET FASTER STATEMENT ACCESS! SWITCH TO NEW CHASE ONLINE CREDIT  
 CARD STATEMENTS. A QUICKER WAY TO VIEW AND PAY.  
[WWW.CHASE.COM/STATEMENTS](http://WWW.CHASE.COM/STATEMENTS)

## Here's how we determined your Finance Charge\*:

Days in Billing Cycle: 29

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.06573%	\$0.00	\$0.00	\$0.00	23.99%	0.00%
Purchases	0.06573%	\$4,917.47	\$93.73	\$93.73	23.99%	23.99%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a day, 7 days a week, toll-free, at 1-800-551-8340 or write P.O. BOX 17202, Wilmington, DE 19886-7202. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B2



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Apr 18 2007

ACCOUNT NUMBER: 5184 4500 7295 1951

PAYMENT DUE DATE 02/03/2004	NEW BALANCE \$4,958.92	MINIMUM DUE \$101.00
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CHARLES S VOELTZEL  
172 DINWIDDIE DR  
NEW KENSINGTON PA 15068-9392

# Facsimile Copy



Chase Platinum MasterCard<sup>®</sup>  
ACCOUNT NUMBER: 5184 4500 7295 1951

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$4,958.92	02/03/2004	\$5,000	\$41	01/09/2004

## Here is your Account Summary:

	TOTAL
Previous Balance	\$4,948.61
(-) Payments, Credits	100.00
(+) Purchases, Cash, Debits	9.95
(+) FINANCE CHARGES	100.38
(=) New Balance	4,958.92
Minimum Payment Due	\$101.00

## Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
12/18 01/02	12/18 01/02	E3HJM AK3FM	PAYMENT THANK YOU-ELECTRONIC CK CS *ONLINE SERVICE 010 800-848-8990 VA	100.00	9.95
Total of your credits and charges				100.00	9.95
<p>IMPORTANT: PLEASE READ THE CHANGE IN TERMS NOTICE THAT ACCOMPANIES THIS BILLING STATEMENT. THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING IN AN EMERGENCY. FOR MORE INFORMATION, PLEASE CALL 1-877-752-8572. INTRODUCING CHASE ONLINE? CREDIT CARD STATEMENTS. GET FAST ONLINE ACCESS TO YOUR MONTHLY STATEMENT AND EMAIL ALERTS TO HELP YOU AVOID LATE FEES. LEARN MORE AT WWW.CHASE.COM/STATEMENTS</p>					

## Here's how we determined your Finance Charge\*:

Days in Billing Cycle: 31

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.06573%	\$0.00	\$0.00	\$0.00	23.99%	0.00%
Purchases	0.06573%	\$4,925.55	\$100.36	\$100.38	23.99%	23.99%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-551-8340 or write P.O. BOX 17202, Wilmington, DE 19888-7202. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B3

Page 1 of 1

ACCOUNT NUMBER: 5184 4500 7295 1951

PAYMENT DUE DATE 03/05/2004	NEW BALANCE \$4,989.44	MINIMUM DUE \$102.00
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CHARLES S VOELTZEL  
172 DINWIDDIE DR  
NEW KENSINGTON PA 15068-9392

# Facsimile Copy

369210  
(2)



Chase Platinum MasterCard  
ACCOUNT NUMBER: 5184 4500 7295 1951

NEW BALANCE	PAYMENT DUE DATE	TOTAL CREDIT LINE	TOTAL AVAILABLE CREDIT	STATEMENT CLOSING DATE
\$4,989.44	03/05/2004	\$5,000	\$30	02/09/2004

## Here is your Account Summary:

	TOTAL
Previous Balance	\$4,958.92
(-) Payments, Credits	101.00
(+) Purchases, Cash, Debits	9.95
(+) FINANCE CHARGES	101.57
(=) New Balance	4,989.44
Minimum Payment Due	\$102.00

## Here are your Charges and Credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
02/02	02/02	FWSRM	CS *ONLINE SERVICE 020 800-848-8990 VA		9.95
02/02	02/02	MKSLM	PAYMENT THANK YOU-ELECTRONIC CK	101.00	
Total of your credits and charges				101.00	9.95
THE CHASE PAYMENT PROTECTOR PLAN CAN HELP YOU PROTECT YOUR GOOD CREDIT RATING IN AN EMERGENCY. FOR MORE INFORMATION, PLEASE CALL 1-877-752-8572.					

## Here's how we determined your Finance Charge\*:

Days in Billing Cycle: 31

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC/MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Cash	0.06573%	\$0.00	\$0.00	\$0.00	23.99%	0.00%
Purchases	0.06573%	\$4,984.57	\$101.57	\$101.57	23.99%	23.99%

\* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a Day, 7 days a week, toll-free, at 1-800-551-8340 or write P.O. BOX 17202, Wilmington, DE 19888-7202. Para Servicio al Cliente en Español: 1-800-545-0464.

EXHIBIT B4



# Hudson & Keyse, LLC

Debt Resolution Partners

382 Blackbrook Road  
Painesville, Ohio 44077

440.354.6978 Phone  
440.354.1336 Fax  
800.654.5391 Toll Free  
www.hkllc.biz

## STATEMENT OF ACCOUNT

CREDITOR NAME: Hudson & Keyse, L.L.C.  
CREDITOR ADDRESS: 382 Blackbrook Road, Painesville, Ohio, 44077  
ORIGINAL CREDITOR: CHASE BANK USA, N.A.  
ORIGINAL ACCOUNT NUMBER: 5184450072951951  
HUDSON & KEYSE, L.L.C. ACCOUNT NUMBER: 369210\*1

DEBTOR NAME: CHARLES S. VOELTZEL  
DEBTOR ADDRESS: 172 DINWIDDIE DRIVE, NEW KENSINGTON, PA, 15068-9392

DATE ACCOUNT OPENED: FEB 18 1999  
DATE LAST PAID TO ORIGINAL CREDITOR: 18 FEB 2004  
DATE LAST PAID TO HUDSON & KEYSE, L.L.C.:

PRINCIPAL BALANCE DUE: \$6,326.59  
INTEREST BALANCE DUE: \$2,783.02  
TOTAL BALANCE DUE: \$9,109.61

INTEREST RATE: 24.00% LAST DATE INTEREST CHARGED: AUG 31 2006

EXHIBIT C

HTTP: WWW.HKLLC.BIZ  
LOCAL: (440)354-6978 FAX: (440)354-1336



EMAIL: COLLECTIONS@HKINC.COM  
TOLL FREE: 1(800)654-5391 & 1(800)654-1660

PAY YOUR ACCOUNT ON-LINE VIA CHECK, DEBIT OR CREDIT CARD AT: WWW.HKLLC.BIZ

**AFFIDAVIT**

***I, Charles F. Bennett, or Joel E. Hausman, Esquire as indicated below verify that:***

- 1. I am the attorney for the Plaintiff;***
- 2. That the facts set forth in the foregoing Pleading are true and correct to the best of my knowledge, information, and belief, based upon information received from the Plaintiff.***

***I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4909, related to unsworn falsification to authorities.***

**APPLE AND APPLE, P.C.**

**Dated:**

July 18, 2008

**By:**



**Attorneys for Plaintiff(s)**